

United States Bankruptcy Court
NORTHERN District of OHIO- AKRON

In re BRETT A. CAMPBELL _____,

Debtor

Case No.10-51406
Chapter 7

REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

1. Creditor's Name: THIRD FEDERAL SAVINGS
2. Amount of the debt subject to this reaffirmation agreement:
\$168,056.03 on the date of bankruptcy \$168,056.03 to be paid under reaffirmation agreement
3. Annual percentage rate of interest: % prior to bankruptcy
3.00% under reaffirmation agreement ([X] Fixed Rate [] Adjustable Rate)
4. Repayment terms (if fixed rate): \$884.34 per month for 328 months
5. Collateral, if any, securing the debt: Current market value: \$193,180.00 Debtor(s) petition
Description: 74 SURREY DR, BRUNSWICK, OH 44212
6. Does the creditor assert that the debt is nondischargeable? ____ Yes X No
(If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

Debtor's Schedule I and J Entries

7A. Total monthly income from
Schedule I, line 16 \$ 3,333.59
8A. Total monthly expenses
from Schedule J, line 18 \$ 2,880.00
9A. Total monthly payments on
reaffirmed debts not listed
on Schedule J \$ 0

Debtor's Income and Expenses
as Stated on Reaffirmation Agreement

7B. Monthly income from all
sources after payroll deduction \$ 3,333.59
8B. Monthly expenses \$ 2,880.00
9B. Total monthly payments on
reaffirmed debts not included
in monthly expenses \$ 0
10B. Net monthly income \$ 453.59
(Subtract sum of lines 8B and 9B
from line 7B. If total is less than zero,
put the number in brackets.)

11. Explain with specificity any difference between the income amounts (7A and 7B):

12. Explain with specificity any difference between the expense amounts (8A and 8B):

If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.

Signature of Debtor (only required if
line 11 or line 12 is completed)

Signature of Joint Debtor (if applicable, and only
required if line 11 or line 12 is completed)

Other Information

☐ Check this box if the total on line 10B is less than zero. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt:

Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?

☒ Yes

☐ No

If debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?

☒ Yes

☐ No

FILER'S CERTIFICATION

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

Signature

William Weinberg & Lois Co LPA
Print/Type Signer's Relation to Case

Robert A. Schoen
Agent for Creditor

WWR #8326256

Check one.

☐ Presumption of Undue Hardship

☒ No Presumption of Undue Hardship

See Debtor's Statement in Support of Reaffirmation, Part II below, to determine which box to check.

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO (AKRON)**

In re **BRETT A. CAMPBELL**

Case No. 10-51406

Debtor

Chapter 7

REAFFIRMATION DOCUMENTS

Name of Creditor: **THIRD FEDERAL SAVINGS**

☐ Check this box if Creditor is a Credit Union

I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this Reaffirmation Documents packet.

1. Brief description of the original agreement being reaffirmed: installment loan note and security agreement
2. **AMOUNT REAFFIRMED:** \$168,056.03

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before the date you sign this Reaffirmation Agreement.

See the definition of "Amount Reaffirmed" in Part V.C below.

3. The **ANNUAL PERCENTAGE RATE** applicable to the Amount Reaffirmed is: 3.00%

See definition of "Annual Percentage Rate" in Part V.C below.

This is a (check one) ☒ Fixed rate ☐ Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

4. Reaffirmation Agreement Repayment Terms:

☒ If fixed term, \$884.34 per month for 328 months starting on April 1, 2010. The arrears of \$ shall be paid by .

_____ If not fixed term, describe repayment terms:

5. Describe the collateral, if any, securing the debt:

Description: 74 SURREY DR, BRUNSWICK, OH 44212

Current Market Value \$193,180.00 per Debtor(s) petition

6. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?

☒ Yes ☐ No

If yes, what was the purchase price for the collateral? \$173,000.00

If no, what was the amount of the original loan: \$_____

7. Detail the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due (including fees and costs)	\$168,056.03	\$168,056.03
Annual Percentage Rate	3.00 %	3.00 %
Monthly Payment	\$884.34	\$884.34

8. _____ Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit: _____

**II. DEBTOR'S STATEMENT IN SUPPORT
OF REAFFIRMATION AGREEMENT**

1. Were you represented by an attorney during the course of negotiating this agreement?

Check one. ☒ Yes ☐ No

2. Is the creditor a credit union:

Check one. ☐ Yes ☒ No

3. If your answer to EITHER question 1. or 2. above is "No" complete a. and b. below.

a. My present monthly income and expenses are:

- i. Monthly income from all sources after payroll deductions (take-home pay plus any other income) \$ 3,333.07
- ii. Monthly expenses (including all reaffirmed debts except this one) \$ ~~3,333.07~~
- iii. Amount available to pay this reaffirmed debt (subtract ii. from i.) \$ 195.00
- iv. Amount of monthly payment required for this reaffirmed debt \$ 885.00

If the monthly payment on this reaffirmed debt (line iv.) is greater than the amount you have available to pay this reaffirmed debt (line iii.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

b. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or on me because:

Check one of the two statements below, if applicable:

☒ I can afford to make the payments on the reaffirmed debt because my monthly income is greater than my monthly expenses even after I include in my expenses the monthly payments on all debts I am reaffirming, including this one.

☐ I can afford to make the payments on the reaffirmed debt even though my monthly income is less than my monthly expenses after I include in my expenses the monthly payments on all debts I am reaffirming, including this one, because: _____

Use an additional page if needed for a full explanation.

4. If your answers to BOTH questions 1. and 2. above were "Yes," check the following statement, if applicable:

☐ I believe this reaffirmation agreement is in my financial interest and I can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I (We) hereby certify that:

i. I (We) agree to reaffirm the debt described above.

ii. Before signing this reaffirmation agreement, I (we) read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;

iii. The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;

iv. I am (We are) entering into this agreement voluntarily and fully informed of my (our) rights and responsibilities; and

v. I (We) have received a copy of this completed and signed Reaffirmation Documents packet.

SIGNATURE(S):

Date 5/25/10 Signature 
BRETT A. CAMPBELL Debtor

Date _____ Signature _____
Joint Debtor, if any

If a joint reaffirmation agreement, both debtors must sign.

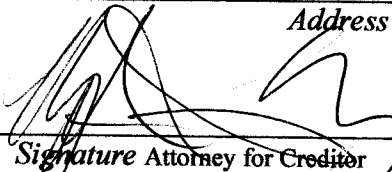
Reaffirmation Agreement Terms Accepted by Creditor:

Creditor THIRD FEDERAL SAVINGS

7707 BROADWAY AVE, CLEVELAND, OH
44105

Print Name
Weltman, Weinberg, & Reis Co., L.P.A.
Beth Ann Schenz, 0074217
Scott D. Fink, 0069022

Print Name of Representative

Address

Signature Attorney for Creditor

Date 6/1/10

IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date 5/25/10 
Print Name of Debtor's Attorney: JUSTIN C. MILLER